

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291

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APPLICATION FOR TRANSFER  
OF  
NOTICE OF INTENTION TO COMMENCE LARGE MINING OPERATIONS

Application is hereby made to transfer the permit to commence large mining operations for the  
Deer Trail Mine project, permit # M/ 031 / 0003, currently  
operated by Unico Incorporated (transferor)  
to Western Pacific Resources (U.S.) Corp. (transferee).

As used herein, TRANSFEROR refers to the current operator; TRANSFeree refers to the  
proposed new operator; NOI refers to the Notice of Intention to Commence Large Mining  
Operations; PERMIT refers to the approved (or accepted) NOI, including the reclamation  
contract and reclamation surety.

Upon approval of the Application for Transfer:

1. The Transferor agrees to transfer all rights and obligations to operate under the terms of the NOI to the Transferee, The Transferor will not retain any rights to conduct mining operations within the area covered by the approved NOI.
2. Both parties understand the transfer of the ***NOI is not complete until all the applicable requirements are met***, including the submittal and Division approval of an appropriate reclamation surety and a reclamation contract.
3. The transferee has read and has a copy of the current NOI.
4. The Transferee has inspected the site and is fully aware of all existing conditions and responsible for compliance with the conditions of the permit and the obligations regardless of the nature of the conditions at the site.
5. Transferee shall conduct large mining operations on lands included in the NOI in accordance with the Utah Mined Land Reclamation Act, (ACT) Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended), and the rules promulgated under the ACT (R647- et seq., and the approved NOI.
6. The Transferee shall provide a surety in a form and amount approved by the Division to assure reclamation of the lands affected by the mining operations.

The **Transferor** will remain liable for compliance at the mine site until this transfer application is approved.

m0310003  
TASKID# 5937  
cc: Lynn



The signatory below represents that he/she has authority to execute this transfer on behalf of the Transferor, if not a natural person. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFEROR:

Unico Incorporated

Operator/Transferor Name

By Stephen Spencer

Name of Authorized Officer (Typed or Printed)

CFO

Title of Authorized Officer

Stephen Spencer

Officer's Signature

1/23/2014

Date

STATE OF Utah

COUNTY OF Salt Lake ) ss:  
)

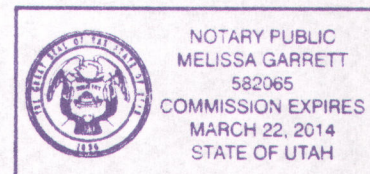
On the 23 day of January 2014, Stephen Spencer  
personally appeared before me, who being by me duly sworn did say that he/she is  
an officer/director (owner, officer, director, partner, agent or other (specify))  
of the Operator Unico Incorporated

and duly acknowledged that said instrument was signed on behalf of said Operator  
by authority of its bylaws, a resolution of its board of directors, or as may otherwise  
be required to execute the same with full authority and to be bound hereby.

Melissa Garrett  
Notary Public

4711 S. Highland Dr. Ste 1084117  
Residing at

3.22.2014  
My Commission Expires:






HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK / TENIR LE DOCUMENT SOUS LA LUMIÈRE POUR VOIR LE FILIGRANE

2-28/710

60723085 5

 Bank of Montreal • Banque de Montréal

Draft / Traite

ORIGINAL CHECK  
ROUTED TO ACCOUNTING

DATE

2014 02 25

Y/A M/M D/J

\$USD256,900.00

UTAH STATE TREASURER

order of  
ordre de

BANK OF MONTREAL USD 25690000 / 100 US Dollars US



Security Features  
Détails sur les  
dispositifs de  
sécurité au verso.

for Bank of Montreal / pour la Banque de Montréal: Montreal, Canada / Montréal, Canada

Re: Deer Trail Mine

rris Bank N.A.  
Illinois, USA

WESTERN PACIFIC RESOURCES CORP.

Purchaser's Name / Nom de l'acheteur

555 Burrard St. Suite 902  
Vancouver, BC. V7X-1M8

Purchaser's Address / Adresse de l'acheteur

Signing Officer / Signataire

MP

Signing Officer / Signataire

MP

Re: Reclamation deposit for Deer Trail Mine

RECEIVED

FEB 26 2014

DIV. OF OIL, GAS & MINING



Mine Name: \_\_\_\_\_

Other Agency File Number: \_\_\_\_\_

**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

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RECEIVED  
FEB 26 2014  
DIV. OF OIL, GAS & MINING

**LARGE MINE RECLAMATION CONTRACT**

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Western Pacific Resources (U.S.) Corp.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **M/031/0003** which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the land affected by the mining operations in accordance with the Act and regulations, and the Operator is obligated to provide a surety in form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the Act and regulations, as they may be amended, and in accordance with the mining and reclamation plan (Reclamation Plan) approved by the Division all of the lands affected by the mining operations conducted or to be conducted pursuant to the approved Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:



B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act, the regulations, and the Reclamation Plan, as they may be amended. If the mining operations are modified or for any other reason vary from those described in the approved Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the approved Notice of Intention in accordance with the requirements of the Act and regulations, as amended and the Reclamation Plan, as amended. If the Division makes such finding, Operator may make request to the Division for a reduction in the amount of the surety. The Division, or the Board if the surety is in the form of a board contract, may permit such a reduction if it determines that the reduced amount will be adequate to ensure complete reclamation of the lands affected by the mining in accordance with the requirements of the Reclamation Plan, the rules and the Act, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to



maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.

10. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.
12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.



Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party, and that the Operator, if not a natural person, is an entity properly organized and in good standing under the laws of the United States and is registered with and authorized to do business in the State of Utah.

OPERATOR:

Western Pacific Resources (U.S.) Corp.  
Operator Name

By Michael Callahan  
Authorized Officer (Typed or Printed)

President  
Authorized Officer - Position

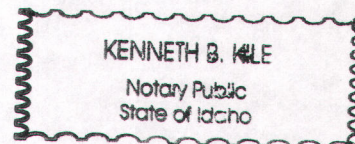
[Signature]  
Officer's Signature

FEB 25, 2014  
Date

STATE OF Idaho )  
COUNTY OF Kootenai ) ss:

On the 25<sup>th</sup> day of February, 2014, Michael Callahan personally appeared before me, who being by me duly sworn did say that he/she is an officer (i.e. owner, officer, director, partner, agent or other (specify)) of the Operator and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors, or as may otherwise be required to execute the same with full authority and to be bound hereby.

[Signature]  
Notary Public  
Residing at Hayden  
My Commission Expires: 4-1-15





DIVISION OF OIL, GAS AND MINING:

By \_\_\_\_\_  
Dana Dean, P.E., Associate Director Date \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me, who being duly sworn did say that she,  
the said \_\_\_\_\_ is the Associate Director of the  
Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah,  
and she duly acknowledged to me that she executed the foregoing document by  
authority of law on behalf of the State of Utah.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:



FACT SHEET

RECEIVED

FEB 26 2014

DIV. OF OIL, GAS & MINING

Commodity: Gold, silver, other metals

Bonded Acres: 12.81

Mine Name: Deer Trail Mine

Permit Number: M/031/0003

County: Piute

Operator Name: Western Pacific Resources (U.S.) Corp.

Operator Address: Suite 902-555 Burrard Street, Vancouver, BC V7X 1M8

Operator Phone: 1-877-689-7411

Operator Fax: 604-692-2801

Operator Email: michael@wrpv.ca

Contact Name: Michael Callahan

Contact Email: michael@wrpv.ca

Contact Phone: 1-877-689-7411

Surety Type: CASH

Bank: \_\_\_\_\_

Surety Amount: \$256,900

Account number: \_\_\_\_\_

Tax ID (required for cash only): \_\_\_\_\_

Escalation year: \_\_\_\_\_

Surface Owner: Western Pacific Resources (U.S.) Corp.

Mineral Owner: Western Pacific Resources (U.S.) Corp.

UTU/ML number: \_\_\_\_\_

\*\*\*DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or  
bondcoordinator@utah.gov